

1 KELLER BENVENUTTI KIM LLP
2 Jane Kim (#298192)
(jkim@kbkllp.com)
3 David A. Taylor (#247433)
(dtaylor@kbkllp.com)
4 Thomas B. Rupp (#278041)
(trupp@kbkllp.com)
5 650 California Street, Suite 1900
San Francisco, CA 94108
Tel: 415 496 6723
Fax: 650 636 9251

Jennifer L. Dodge (#195321)
LAW OFFICES OF JENNIFER L. DODGE INC.
(jdodgelaw@jenniferdodgelaw.com)
2512 Artesia Blvd., Suite 300D
Redondo Beach, California 90278
Tel: (310) 372.3344
Fax: (310) 861.8044

7 *Attorneys for Debtors and Reorganized
8 Debtors*

9
10 **UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

11 In re:

12 **PG&E CORPORATION,**

13 **- and -**

14 **PACIFIC GAS AND ELECTRIC COMPANY,**

15 **Debtors.**

- 16 Affects PG&E Corporation
17 Affects Pacific Gas and Electric Company
18 Affects both Debtors

19 * *All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

Case No. 19-30088 (DM)
Chapter 11
(Lead Case)
(Jointly Administered)

**DECLARATION OF MARK
CONDON IN SUPPORT OF
REORGANIZED DEBTORS' ONE
HUNDRED TENTH OMNIBUS
OBJECTION TO CLAIM NOS.
76018 AND 78381 (GREENBERG
CLAIMS)**

**Response Deadline:
November 9, 2021, 4:00 p.m. (PT)**

**Hearing Information If Timely
Response Made:**

Date: November 23, 2021
Time: 10:00 a.m. (Pacific Time)
Place: (Tele/Videoconference
Appearances Only)

United States Bankruptcy Court
Courtroom 17, 16th Floor
San Francisco, CA 94102

1 I, Mark Condon, pursuant to Section 1746 of Title 28 of the United States Code, hereby
2 declare under penalty of perjury that the following is true and correct to the best of my
3 knowledge, information, and belief:

4 1. I have been employed with Pacific Gas and Electric Company (“**PG&E**”) since
5 2013. My current job title is Senior Engineering Estimator. I submit this Declaration in support
6 of the *Reorganized Debtors’ One Hundred Tenth Omnibus Objection to Claims (Greenberg*
7 *Claims)* (the “**Objection**”), filed contemporaneously herewith.

8 2. Except as otherwise indicated herein, all facts set forth in this Declaration are
9 based upon my personal knowledge and my review of relevant documents and information. If
10 called upon to testify, I would testify competently to the facts set forth in this Declaration. I am
11 authorized to submit this declaration on behalf of the Reorganized Debtors.

12 3. PG&E oversaw a gas service line retrofit and meter relocation project at 47
13 Bolinas Road, Fairfax, California (the “**Property**”) in 2018 and 2019. The project involved
14 deactivation of a gas line, installation of a new gas line and relocation of the gas meter. The
15 original cost estimate for the project was \$39,596. The Property consists of a front cement
16 driveway visible from the street; behind the driveway is a wood deck, and a house is behind the
17 deck, in the configuration set forth below:

STREET	DRIVEWAY	DECK	HOUSE

21 4. The original gas line on the Property was installed in 1935 and later a sewer line
22 was installed above the gas line along the left side of the Property. The new gas service could not
23 be installed in the same location because it would not allow the required three feet of clearance
24 from the sewer line.

25 5. I discussed various proposals regarding the location of the new gas line with Todd
26 Greenberg (“**Greenberg**”), who held himself out as the owner of the Property. I proposed
27 running the gas service line down the middle of the driveway and then doglegging the line back to
28 the left side of the house where the line was originally located. Greenberg refused to consent to

1 this design because he claimed that a commercial building was going to be constructed on the
2 driveway site; however, no building to date has been constructed in this location.

3 6. Other options, including relocating the meter to a property line set next to the
4 adjacent building before the redwood trees and the house line running above ground to the tie-in
5 location (which would have avoided any potential conflict with the tree roots), were offered by
6 PG&E but rejected by Greenberg. Finally, the only remaining feasible option was implemented,
7 with the new gas line from the street to the meter installed in an approximately one-foot wide
8 section to the right of the driveway, next to two redwood trees on the Property.

9 7. The gas line installation from the street to the meter was performed by Teichert
10 Pipelines, a contractor of PG&E, via open hand-dug trenching and completed in August 2018.
11 No portion of Greenberg's driveway was damaged during the trenching work performed by
12 Teichert Pipelines.

13 8. Images and photographs of the Property prior to any work being performed show
14 that the existing cement driveway was cracked and in poor condition. Attached collectively as
15 **Exhibit A** are (1) a Google image dated May 2011 that I retrieved online and (2) true and correct
16 copies of photographs that I took of the Property prior to any work being performed on the
17 Property by PG&E and/or its contractors and/or subcontractors.

18 9. The next phase of the project involved installation of the gas house line from the
19 meter to the tie-in location which would run underneath the deck on the Property. Teichert
20 Pipelines was scheduled to perform this work; however, Greenberg refused access to the
21 Property, claiming that PG&E and Teichert did not have permission to proceed because of alleged
22 damage caused by the prior work and alleged failure to obtain required permits regarding survey
23 monuments. Greenberg further threatened that Teichert would be responsible for \$100,000 in
24 damages to reconstruct the deck on the Property if it was touched. Teichert terminated its
25 involvement with the project at this time.

26 10. PG&E spent \$3,924 to conduct a monument survey, which was performed on
27 November 21, 2018. Attached hereto as **Exhibit B** are true and correct copies of the Surveyor's
28 Corner Record and Mark Thomas & Co. invoice dated January 3, 2019.

1 11. Although the original estimate for the gas line retrofit and meter relocation project
2 was \$39,596, the actual cost totaled \$220,234.38, an increase of more than \$180,000 directly
3 attributable to Greenberg's additional demands described above. PG&E footed the bill for these
4 increased costs.

5

6 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true
7 and correct to the best of my knowledge, information, and belief. Executed this 12th day of
8 October, 2021.

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

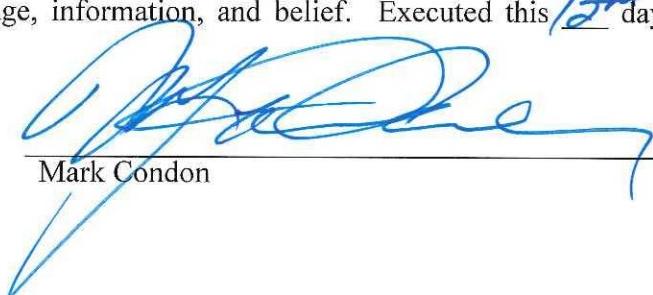
25

26

27

28

33



A handwritten signature in blue ink, appearing to read "Mark Condon". It is written in a cursive style with a long, sweeping flourish on the right side.

Mark Condon